



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

January 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TWO TO CONTRACT NUMBER 76380
FOR THE EL CARISO COMMUNITY REGIONAL PARK
MAINTENANCE SERVICES CONTRACT
TO ADD SIERRA YOUTH SPORTS FIELDS
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Approve and authorize the Director of the Department of Parks and Recreation to execute Amendment Number two to add the Sierra Youth Sports Fields, located in the unincorporated area of Acton, to the El Cariso Community Regional Park Maintenance Services Contract, and increase the contract sum associated with the park maintenance services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed actions categorically exempt from the California Environmental Quality Act according to Section 15301 (h) and Class 1 (j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the actions involve maintenance of existing landscaping.
2. Find that the additional park maintenance services continues to be more economically performed by an independent contractor than by County employees as amended, and remains cost effective.
3. Delegate authority to the Director of County of Los Angeles Department of Parks and Recreation to sign and execute Amendment Number Two to the El Cariso Community Regional Park Maintenance Services Contract Number 76380 with Rich Meier's Landscaping, Inc., to include the Sierra Youth Sports Fields. This Amendment will increase the scope of services by \$63,294 annually and will increase the contract amount from \$190,905 to \$254,199 annually and commencing upon

execution of the amendment by the Director of the Department of Parks and Recreation and the contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend the Contract Number 76380 with Rich Meier's Landscape, Inc. (Rich Meiers), to expand the level of services to include park maintenance services at the Sierra Youth Sports Fields, located at 38110 Crown Valley Road, Acton, CA 93510. The Sierra Youth Sports Fields is owned by the County of Los Angeles (County) and is currently under a lease agreement between the County and the Sierra Sports League, for the purpose of providing and operating a community youth sports league. It has been determined to be more efficient and cost effective to amend the El Cariso Community Regional Park Maintenance Services Contract to include park maintenance services for the Sierra Youth Sports Fields due to the similar scope of services to the El Cariso Community Regional Park. The Sierra Youth Sports Fields consists of two unpaved parking lots and five ball fields. The turf area, infields and two parking lots, is approximately six acres.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), and Community and Municipal Services (Goal 3). The contractor has the expertise to provide these services efficiently, timely, and in a responsive manner which will support the Department of Parks and Recreation (Department) in meeting these goals.

FISCAL IMPACT/FINANCING

The total cost of this amendment for providing park maintenance services at the Sierra Youth Sports Fields will increase the contract's annual cost from \$190,905 to \$254,199 annually (an addition of \$63,294 per year). In addition, the Director of the Department (Director) by means of delegated authority may increase the annual contract amount by up to 10 percent for a maximum total of \$279,619 to cover unexpected emergencies within the contract scope of work. Financing for this additional service is available in the Fiscal Year (FY) 2011-12 department budget.

Operating Budget Impact

As a result of the recommended actions, the Department anticipates ongoing operating costs of approximately \$63,294 to include the Sierra Youth Sports Fields as part of the contracted maintenance area. The Department will work with the Chief Executive Office to confirm the appropriate level of funding. The Department will also receive the transfer of appropriation from Fifth Supervisorial District to cover the additional costs during the Department's FY 2011-12 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since this is a Proposition A contract, the Department has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to continue to pay its full time employees providing County service a living wage.

Using methodology approved by the Auditor Controller, the Department has calculated the cost effectiveness of contracting for the park maintenance services. Based on the cost calculations, the Department has determined that this service continues to be more economically performed by the private sector than by County employees. (Attachment I)

Amendment Number Two, which is substantially similar to Attachment II will continue the current contract terms, specifications, and conditions including the Living Wage reporting requirements and update contract provisions, which includes the County's Defaulted Property Tax Program and Certification, Living Wage forms, and IRS Notice 1015 bulletin.

County Counsel has approved the attached Amendment Number Two as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are categorically exempt from California Environmental Quality Act (CEQA) according to Section 15301 (h) of the State CEQA Guidelines and Classes 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the actions involve maintenance of existing landscaping.

CONTRACTING PROCESS

Your Board approved Contract Number 76380 on October 30, 2007, to provide park maintenance services for the El Cariso Community Regional Park.

On September 15, 2009, your Board adopted agenda Item Number 12, authorizing the Director of the Department to execute Amendment Number One reducing the annual contract amount from \$196,809 to \$190,905 and extending the Contract for an additional two years as the County's cost saving initiative.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended park maintenance services.

Approval of the recommended action will allow the Department to provide park maintenance services at the Sierra Youth Sports Fields for community sport events.

CONCLUSION

It is requested that an adopted copy of this letter be retained by the Executive Officer-Clerk of the Board and two adopted copies be forwarded to the Department of Parks and Recreation.

The Honorable Board of Supervisors
1/18/2011
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Respectfully submitted,



RUSS GUINEY
Director

RG:RM:KEH
GB:CM:HC:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisor

**County's Estimated Avoidable Costs Compared to Rich Meier's Landscaping, Inc.
for El Cariso Community Regional Park Maintenance Services**

COUNTY COSTDIRECTSalaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Worker II	\$ 4,488.00	2.00	12	\$ 107,711.93
Grounds Maintenance Worker I	\$ 4,013.27	2.00	12	\$ 96,318.52
Senior Grounds Maintenance Worker	\$ 4,947.08	1.18	12	\$ 70,050.64
Agricultural Chem Sprayer	\$ 5,970.35	0.03	12	\$ 2,149.33
Light Tractor Operator	\$ 4,852.27	0.03	12	\$ 1,746.82
Totals		5.24		\$ 277,977.23

\$ 277,977.23

1. 5th Step Variance @ 97.1133%

2. Positions reflect annual Hours @ 1784

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
<u>Vehicle/Equipment Usage</u>				
3/4 ton crew cab	1	100.00	0.6433	\$ 3,345.16
1/2 ton sprayer truck	1	50.00	0.5029	\$ 1,307.54
SmithCo (motorized ballfield drag)	2	10.00	0.5029	\$ 523.02
				\$ 5,175.72
<u>Fixed Assets (Annualized 7 years)</u>				
Toro 345 (72") Mower	2.00			\$ 7,842.86
SmithCo (motorized ballfield drag)	2.00			\$ 1,714.29
				\$ 9,557.15
<u>Services & Supplies</u>				
Equipment Supplies				\$ 711.60
Grounds Maintenance				\$ 25,687.37
Mowing Supplies				\$ 293.32
				\$ 26,692.29

Total Services and Supplies/Equipment

\$ 41,425.16Indirect Costs

Avoidable Overhead Contract Admin.

\$0.00

Avoidable Overhead Agency Admin.

\$0.00

\$0.00

\$0.00**TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾****\$ 319,402.39**

3. Equipment costs include the use of a 3/4 ton crew cab truck and a 72" mower.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSCONTRACTOR'S DIRECT COST

Original Contract	\$ 196,809.00	
Amendment 1 - contract reduction/extension	\$ (5,904.27)	
Amendment 2 - add Sierra Youth Sports Fields	\$ 63,294.00	
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ 254,198.73	\$ 254,198.73

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Adm \$8,825 x 25% =	\$ 2,206.25	
Unavoidable Overhead Agency Admin \$41,506 x 25% =	\$ 10,376.50	
TOTAL COUNTY INDIRECT COST	\$ 12,582.75	\$ 12,582.75

TOTAL CONTRACTING COST (direct cost + indirect cost)

\$ 266,781.48

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS**

\$ 52,620.91

5. Contractor's bid on the RFP and Amendments.

6. Indirect cost includes monitoring by County field staff.

**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 76380
FOR PARK MAINTENANCE SERVICES FOR
THE EL CARISO COMMUNITY REGIONAL PARK**

**THIS AMENDMENT NUMBER 2 TO THE PARK MAINTENANCE SERVICES
CONTRACT, made and entered this _____ day of _____, 2011**

BY AND BETWEEN THE

**COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter
referred to as "County",**

AND

**RICH MEIER'S LANDSCAPING, INC.,
hereinafter referred to as "Contractor"
for park maintenance services,
hereinafter referred to as "services" for
the El Cariso Community Regional
Park, hereinafter referred to as "facility".**

RECITALS

**WHEREAS, on October 30, 2007, the County Board of Supervisors (Board)
approved Contract Number 76380 (Contract) with Rich Meier's Landscaping, Inc., for
the provision of Park Maintenance Services for El Cariso Community Regional Park;
and**

**WHEREAS, on September 29, 2009, the Board authorized the Director of the
Department of Parks and Recreation (Director) to execute Amendment Number 1
reducing the Contract sum and extending the Contract an additional two (2) years; and**

**WHEREAS, the Sierra Youth Sports Fields is owned by the County and under a
separate lease agreement with Sierra Sports League to provide and operate a
community youth sports league; and**

**WHEREAS, the County desires to expand the level of services to include
landscape services at the Sierra Youth Sports Fields, located at 38110 Crown Valley
Road, Acton, CA 93510, as set forth in Exhibit B, Statement of Work, and to increase
the annual contract sum; and**

WHEREAS, pursuant to Section 8.0, Change Notices and Amendments, of the Contract, compensation may be authorized by the Board to increase the Contractor's level of maintenance due to inclusion of a new facility near the existing facility(ies) identified in Exhibit B, Statement of Work, of the Contract; and

WHEREAS, the Board authorizes the Director to execute an Amendment to the Contract to add said park maintenance services; and

WHEREAS, the County and Contractor agree to expand the park maintenance service requirements as set forth in Exhibit B, Statement of Work, of the Contract to include the Sierra Youth Sports Fields and increase the annual contract sum; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

~~**NOW THEREFORE**, in consideration of the mutual promises, covenants and~~
conditions set forth herein, the County and the Contractor agree that the Contract between them shall be amended as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Contract Section 1.0, "Applicable Documents", those exhibits listed below are deleted in its entirety and replaced with the following revised Exhibits:

1.1.1 Exhibit G - IRS Notice 1015

1.1.2 Exhibit I - Safely Surrendered Baby Law

1.1.3 Exhibit M - Employee Notice of Living Wage Handout (Eng/Span)

1.2 Contract Section 1.0, "Applicable Documents", is hereby amended to include the exhibits listed below:

1.2.1 Exhibit A-1 - "Pricing and Billing Schedule and Performance Frequencies", which is attached hereto and forms part of the Contract.

1.2.2 Exhibit O - "Compliance with County's Defaulted Property Tax Program".

1.2.3 Exhibit P - Certification of Compliance with the County's Defaulted Property Tax Reduction Program Form.

2.0 CONTRACTOR'S SERVICE

The Contractor shall provide the required park maintenance services at the Sierra Youth Sports Fields in the manner and form described in Exhibit B, Statement of Work, Section II, "On-Going Maintenance Tasks", of the Contract.

3.0 PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

The annual cost for providing the additional park maintenance services at the Sierra Youth Sports Fields will be \$63,294 per year, increasing the Annual Contract Costs from \$190,904.73 to \$254,198.73 for the contract term.

4.0 STATEMENT OF WORK

Exhibit B, Statement of Work, Section 2.0, Facility to be Maintained, of the Contract is amended to include the additional facility, Sierra Youth Sports Fields, 38110 Crown Valley Road, Acton, CA 93510.

5.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Add the following Section:

9.52 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

6.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM

Add the following Section:

9.53 *Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reductions Program*

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.52 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

7.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 2 shall remain in full force and effect and are hereby reaffirmed.

8.0 EFFECTIVE DATE

The effective date of this Amendment Number 2 shall be the date of execution.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, has caused this Amendment Number 2 to Agreement No. 76380 El Cariso Community Regional Park to be executed by the Director of Parks and Recreation, and the Contractor has subscribed its name by and through its duly authorized officers, as of the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____
RUSS GUINEY
Director of Parks and Recreation

CONTRACTOR
Rich Meier's Landscaping Inc.

By _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

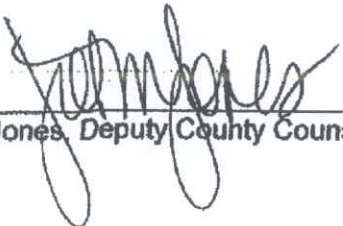
By  _____
Jill M. Jones, Deputy County Counsel

EXHIBIT A-1
Pricing and Billing Schedule and Performance Frequencies
EL CARISO COMMUNITY REGIONAL PARK

Facility: Sierra Youth Sports Fields
38110 Crown Valley Road
Acton, CA 93510

Ball Fields Turf Area: Approximately 160,560 square feet

Parking Lots Turf Area: Approximately 93,056 square feet

Total Turf Area: Approximately 253,616 square feet

DESCRIPTION	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1. Turf Maintenance with Mowing Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 13, April thru November once weekly, 35 Yearly Frequencies; December thru March once every two weeks, 8 Yearly Frequencies.	43	\$450.00	\$19,350.00
2. Weed Removal Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 17, weekly.	52	\$22.50	\$1,170.00
3. Litter Control Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 18, daily, Monday thru Friday.	260	\$11.25	\$2,925.00
4. Clearing Pruning/Hedge Trimming Per requirements specified in Exhibit B, Statement of Work Part II, On-Going Maintenance Tasks, Section 22, monthly.	12	\$90.00	\$1,080.00
5. Washing/Sweeping Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 23 and Section 24, weekly.	52	\$11.25	\$585.00
6. Aerification Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 29, 3 times annually as instructed by the Director.	3	\$575.00	\$1,725.00
7. Fertilizing Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks Section 30, 3 times annually as instructed by the Director.	3	\$600.00	\$1,800.00
8. Rodent Control Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 31, weekly.	52	\$162.00	\$8,424.00
9. Sports Field Maintenance Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 36, daily for 5 fields, Monday thru Friday.	260	\$90.00	\$23,400.00
10. Chemical Application Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 50, monthly.	12	\$90.00	\$1,080.00
11. Irrigation/watering/Inspection and adjustments Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, Section 55 and Section 56, weekly.	52	\$22.50	\$1,170.00
12. Site Inspection and Reporting Per requirements specified in Exhibit B, Statement of Work, Part II On-Going Maintenance Tasks, weekly.	52	\$11.25	\$585.00
TOTAL ANNUAL COSTS:			\$63,294.00

**County's Estimated Avoidable Costs Compared to Rich Meier's Landscaping, Inc.
for El Cariso Community Regional Park Maintenance Services**

COUNTY COST**DIRECT****Salaries**

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
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2. Positions reflect annual Hours @ 1764

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Total Services and Supplies/Equipment**\$ 41,425.16****Indirect Costs**

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TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾**\$ 319,402.39**

3. Equipment costs include the use of a 3/4 ton crew cab truck and a 72" mower.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS**CONTRACTOR'S DIRECT COST**

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TOTAL COUNTY INDIRECT COST	\$ 12,582.75

TOTAL CONTRACTING COST (direct cost + indirect cost)**\$ 266,781.48****ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS****\$ 52,620.91**

5. Contractor's bid on the RFP and Amendments.

6. Indirect cost includes monitoring by County field staff.

EXHIBIT G



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-828-3878.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

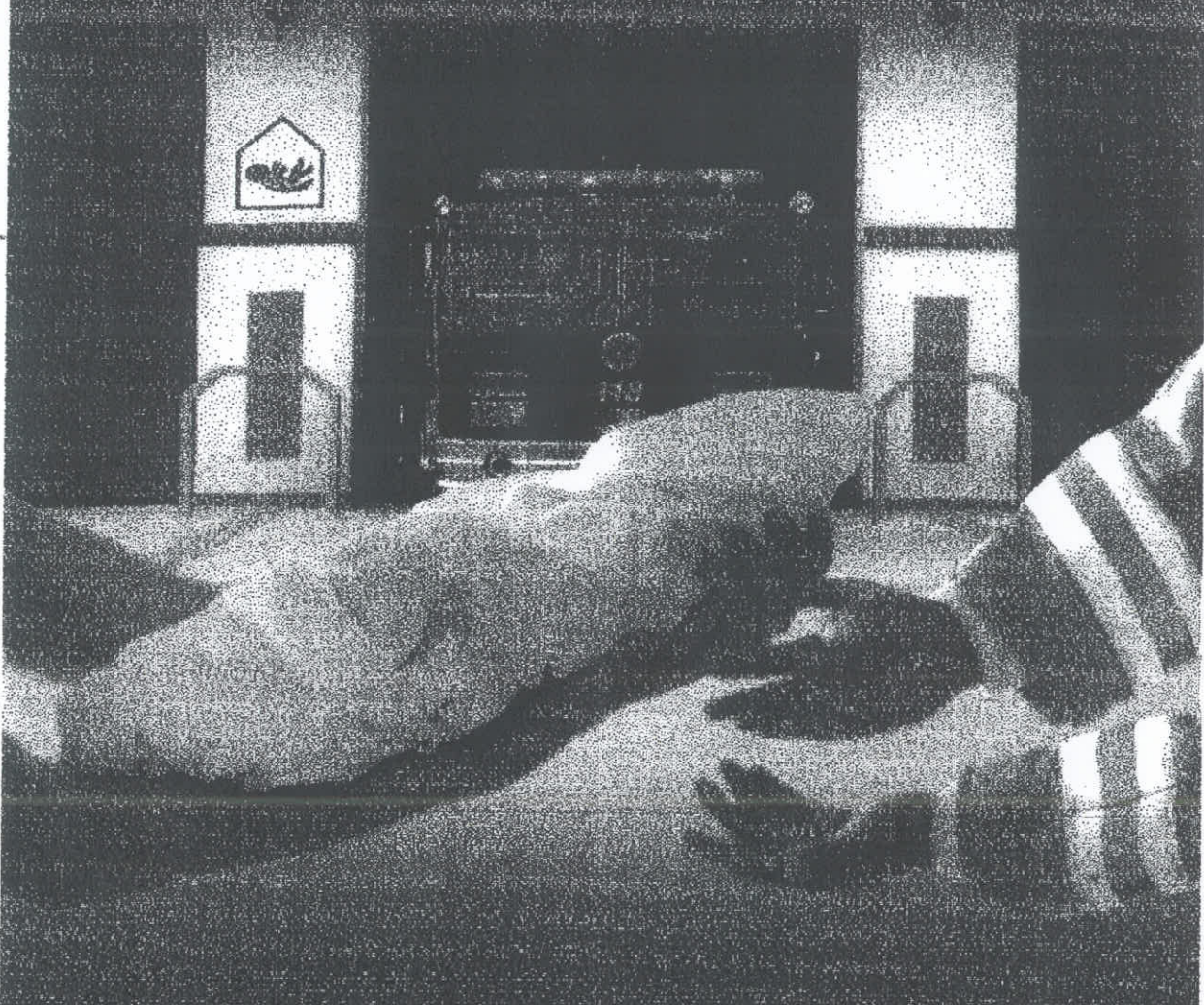
Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Exhibit I

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely
Surrendered Baby Law?

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

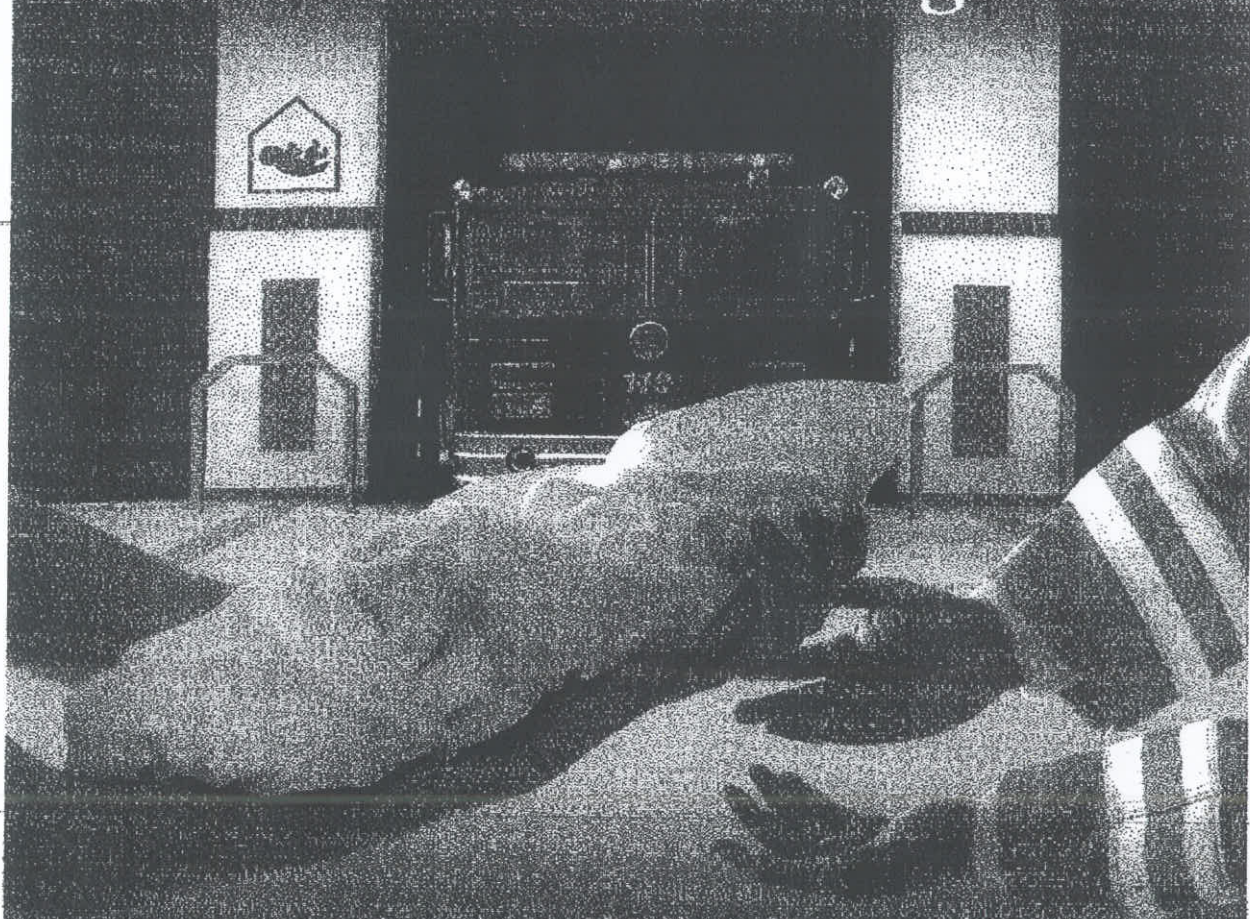
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enterasen. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

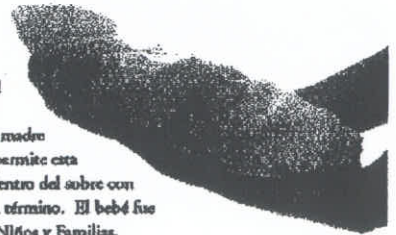




EXHIBIT M
COUNTY OF LOS ANGELES
NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) ~~You must be paid not less than the living wage rate of \$11.84 per hour:~~
 - The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, or if your employer pays less than \$2.20 per hour towards your health benefits for you.
 - The \$11.84 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



EXHIBIT M CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos. O
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
 - Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, o si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
 - El salario digno de \$11.84 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirlo.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:

Nombre del Departamento del Condado que administra este contrato

Número de teléfono de dicho departamento

O

Oficina de Acción Afirmativa
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE o (888) 550-9243

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

~~B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and~~

- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;**
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;**
- 3. A purchase made through a state or federal contract;**
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;**
- ~~5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.~~**
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.**
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;**
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;**
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;**
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;**
- 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;**
- 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or**

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT P

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206, AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.080, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____